

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION CIRCUIT COURT

CAUSE NO.

490040209PL0001656

STATE OF INDIANA,

Plaintiff,

v.

ACS, INTERNATIONAL, INC.,

Defendant.

FILED

SEP 30 2002

Sarah M. Taylor
CLERK OF THE
MARION CIRCUIT COURT

**COMPLAINT FOR INJUNCTION, RESTITUTION, COSTS AND
CIVIL PENALTIES**

The State of Indiana, by Attorney General Steve Carter, and Deputy Attorney General Roger D. Smith, in accordance with Rule 3 of the Indiana Rules of Trial Procedure, petitions the court pursuant to the Indiana Professional Fundraiser Consultant and Solicitor Registration Act, Indiana Code §23-7-8-1 et seq., for injunctive relief, restitution, investigative costs, civil penalties and other relief.

PARTIES

1. The Plaintiff, State of Indiana, is an enforcing authority of Ind. Code §23-7-8-1 et seq., and is authorized to bring this action and to seek injunctive relief, consumer restitution, civil penalties, and other relief.

2. The Defendant, ACS, International, Inc., is an Indiana corporation incorporated on April 18, 1997, with a principal place of business at 5615 West Henry Street, Indianapolis, Indiana, 46241.

FACTS

3. At least since April 28, 1997, Defendant has acted as a professional fundraiser solicitor on behalf of charitable organizations by soliciting persons living in Indiana for charitable contributions.

4. On April 28, 1997, Defendant initially became registered as a professional fundraiser with the Consumer Protection Division, Office of the Attorney General ("Division").

5. On August 25, 2000, the Division received Defendant's update to Defendant's registration with the Division as a professional fundraiser, and Defendant's renewal fee of Fifty Dollars (\$50.00).

6. In order to remain registered as a professional fundraiser with the Division, Defendant was required to update Defendant's registration with the Division and pay the renewal fee of \$50.00 before July 2, 2001.

7. Defendant's registration with the Division lapsed on August 25, 2001.

8. In 2000, Defendant filed with the Division Defendant's solicitation notice with A.D.S.A. Inc. ("ADSA"). A true and correct copy of Defendant's solicitation notice with ADSA is attached and incorporated by reference as Exhibit "A."

9. On September 28, 2000, the Division received from the Defendant a copy of Defendant's contract with ADSA, which was signed by Defendant on May 11, 2000. A true and correct copy of Defendant's contract with ADSA is attached and incorporated by reference as Exhibit "B."

10. On December 18, 2000, the Division received from the Defendant a copy of an addendum to Defendant's contract with ADSA. A true and correct copy of

Defendant's contract addendum with ADSA is attached and incorporated by reference as Exhibit "C."

11. According to Defendant's solicitation notice and contract with ADSA, the solicitation campaign would start on May 1, 2000 and end on May 1, 2003.

12. Defendant failed to file a copy of Defendant's contract with ADSA before the start of Defendant's solicitation of persons on behalf of ADSA.

13. Defendant's contract with ADSA failed to disclose the average percentage of gross contributions collected on behalf of charitable organizations that the charitable organizations received from Defendant for the three (3) years preceding the year in which the contract with ADSA was formed.

14. On August 25, 2000, the Division received Defendant's solicitation notice with Association for Disabled Firefighters ("ADF") from the Defendant. A true and correct copy of Defendant's solicitation notice with ADF is attached and incorporated by reference as Exhibit "D."

15. On August 25, 2000, the Division received from the Defendant a copy of Defendant's contract with ADF, which was signed by Defendant's agent on July 27, 2000. A true and correct copy of Defendant's contract with ADF is attached and incorporated by reference as Exhibit "E."

16. On December 18, 2000, the Division received from the Defendant a copy of an addendum to Defendant's contract with ADF. A true and correct copy of Defendant's contract addendum with ADF is attached and incorporated by reference as Exhibit "F."

17. According to Defendant's contract with ADF, the solicitation campaign would start on August 1, 2000 and end on August 1, 2002.

18. Defendant's contract with ADF failed to disclose the average percentage of gross contributions collected on behalf of charitable organizations that the charitable organizations received from Defendant for the three (3) years preceding the year in which the contract with ADF was formed.

19. On June 11, 2002, the Division received from the Coalition of Police & Sheriffs ("COPS") a copy of Defendant's contract with COPS, which was signed by Defendant on April 13, 2001 and by an agent for COPS on April 24, 2001. A true and correct copy of Defendant's contract with ADF is attached and incorporated by reference as Exhibit "G."

20. According to Defendant's contract with COPS, the solicitation campaign would start on the date signed by both parties, which is April 24, 2001, and extend for a term of one (1) year.

21. Defendant failed to file with the Division a copy of Defendant's contract with COPS.

22. Defendant's contract with COPS failed to specify the percentage of gross contributions which COPS will receive or the terms upon which a determination can be made as to the amount of the gross revenue from the solicitation campaign that COPS will receive.

23. Defendant's contract with COPS failed to disclose the average percentage of gross contributions collected on behalf of charitable organizations that the charitable organizations received from Defendant for the three (3) years preceding the year in which the contract with COPS was formed.

24. Defendant failed to file with the Division a solicitation notice concerning Defendant's solicitation campaign on behalf of COPS.

25. Defendant failed to file with the Division, not later than ninety (90) days after a Defendant's solicitation campaign with COPS ended, the following information concerning the campaign:

- a) the total gross amount of money raised by Defendant and COPS from donors;
- b) the total amount of money paid to or retained by Defendant;
- c) the total amount of money, excluding the amount identified in b) above, paid by the COPS as expenses as part of the solicitation campaign; and
- d) the total amount of money paid to or retained by COPS after the amounts identified in b) and c) above are deducted.

26. Defendant failed to obtain written authorization to use the name "police" from a bona fide police, law enforcement, rescue squad, or fire department before soliciting charitable contributions on behalf of COPS.

27. On or around August 28, 2001, Defendant contacted Robert Lusk ("Lusk") of Indianapolis, Indiana, by telephone and solicited Lusk for a charitable contribution on behalf of COPS.

28. During the telephone contact between the Defendant and Lusk, Lusk informed Defendant that Lusk does not accept solicitations by telephone.

29. Defendant mailed to Lusk a pledge invoice, dated August 28, 2001. A true and correct copy of Defendant's pledge invoice is attached and incorporated by reference as Exhibit "H."

30. Defendant's pledge invoice lists a donation of Ten Dollars (\$10.00) that Lusk allegedly pledged during Defendant's telephone conversation with Lusk.

31. Defendant's pledge invoice failed to disclose the fact that the person soliciting the contribution is, or is employed by, a professional solicitor, and the fact that the professional solicitor is compensated.

32. Defendant mailed Lusk a second invoice, dated September 22, 2001. A true and correct copy of Defendant's second pledge invoice is attached and incorporated by reference as Exhibit "I."

33. Defendant's second pledge invoice also lists the donation of Ten Dollars (\$10.00) that Lusk allegedly pledged during Defendant's telephone conversation with Lusk.

34. Defendant's second pledge invoice failed to disclose the fact that the person soliciting the contribution is, or is employed by, a professional solicitor, and the fact that the professional solicitor is compensated.

35. In truth and in fact, Lusk never pledged any money to Defendant.

36. At the time of Defendant's solicitation of Lusk, Defendant was not registered as a professional fundraiser with the Division.

37. On April 30, 1998, Defendant signed an Assurance of Voluntary Compliance ("AVC"), which was filed in the Marion County Circuit Court on May 26, 1998. A true and correct copy of the AVC is attached and incorporated as Exhibit "J".

38. By executing the AVC, Defendant agreed to comply in all aspects with the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-1 et seq.

**VIOLATIONS OF THE PROFESSIONAL FUNDRAISER CONSULTANT AND
SOLICITOR REGISTRATION ACT**

39. Defendant is a "professional solicitor" as defined Ind. Code §23-7-8-1.

40. By failing to update Defendant's registration with the Division, as referred to in paragraph 7 above, Defendant violated the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-4(c).

41. By failing to file a copy of Defendant's written contracts with the charitable organizations before engaging in solicitations, as referred to in paragraphs 12 and 21 above, Defendant violated the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-2(e).

42. By failing to disclose the average percentage of gross contributions collected on behalf of charitable organizations that the charitable organizations received from Defendant for the three (3) years preceding the year in which the contracts with ADSA, ADF, and COPS were formed, as referred to in paragraphs 13, 18, and 23 above, Defendant violated the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-2(e).

43. By failing to specify the percentage of gross contributions which COPS will receive or the terms upon which a determination can be made as to the amount of the gross revenue from the solicitation campaign that COPS will receive, as referred to in paragraph 22 above, Defendant violated the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-2(e).

44. By failing to file with the Division a solicitation notice concerning Defendant's solicitation campaign on behalf of COPS, as referred to in paragraph 24

above, Defendant violated the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-2(f).

45. By failing to file information concerning Defendant's campaign with COPS within 90 days after the end of the solicitation campaign, as referred to in paragraph 25 above, Defendant violated the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-2(g).

46. By failing to obtain written authorization to use the name "police" from a bona fide police, law enforcement, rescue squad, or fire department before soliciting charitable contributions on behalf of COPS, as referred to in paragraph 26 above, Defendant violated the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-7(a)(2).

47. By failing to disclose in a written confirmation the fact that the person soliciting the contribution is, or is employed by, a professional solicitor, and the fact that the professional solicitor is compensated, as referred to in paragraphs 31 and 34 above, Defendant violated the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-6(c).

48. By acting as a professional solicitor for COPS without being registered with the Division, as referred to in paragraph 36 above, Defendant violated the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-2(a).

49. Any violations of the terms of the AVC entered into by the State of Indiana and Defendant constitute prima facie evidence of a violation of the Professional Fundraiser Consultant And Solicitor Registration Act.

50. The violations set forth above will continue and will cause irreparable injury unless Defendant is enjoined from engaging in further conduct that violates the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-1 et seq.

RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against Defendant for a permanent injunction enjoining Defendant from:

- a. acting as a professional solicitor for a charitable organization unless Defendant has first registered with the Division;
- b. in the course of acting as a professional solicitor, failing to have its contracts with charitable organizations filed with the Division before engaging in solicitations;
- c. in the course of acting as a professional solicitor, failing to have contracts with charitable organizations that specify the percentage of gross contributions which the charitable organizations will receive or the terms upon which a determination can be made as to the amount of the gross revenue from the solicitation campaign that the charitable organizations will receive;
- d. in the course of acting as a professional solicitor, failing to disclose the average percentage of gross contributions collected on behalf of charitable organizations that the charitable organizations received from Defendant for the three (3) years preceding the year in which the contract was formed;
- e. in the course of acting as a professional solicitor, failing to file a solicitation notice with the Division before beginning a solicitation campaign, which must include the following:

1) a copy of the contract with the charitable organization;
2) the projected dates when soliciting will begin and end;
3) the location(s) and telephone number(s) from where solicitations will be conducted;

4) the name and residence address of each person responsible for directing and supervising the conduct of the campaign; and

5) a copy of the written authorization from a bona fide police, law enforcement, rescue squad, or fire department to use the name "police", "law enforcement", "trooper", "rescue squad", "firemen", or "firefighter" in the solicitation;

f. in the course of acting as a professional solicitor, failing to submit to the Division, not later than ninety (90) days after a solicitation campaign has ended, with the exception of a campaign for which a written authorization has been filed under Ind. Code §23-7-8-2(f)(5), the following information concerning the solicitation campaign:

1) the total gross amount of money raised by Defendant and the charitable organization from donors;

2) the total amount of money paid to or retained by Defendant;

3) the total amount of money, excluding the amount identified in 2) above, paid by the charitable organization as expenses as part of the solicitation campaign; and

4) the total amount of money paid to or retained by the charitable organization after the amounts identified in 2) and 3) above are deducted;

g. in the course of acting as a professional solicitor, failing to file with the Division an update to the registration and a renewal fee of \$50.00 before July 2 of each year;

h. in the course of acting as a professional solicitor, failing to disclose in a written confirmation the fact that the person soliciting the contribution is, or is employed by, a professional solicitor, and the fact that the professional solicitor is compensated; and

i. in the course of acting as a professional solicitor, using the name "police", "law enforcement", "trooper", "rescue squad", "firemen", or "firefighter" unless a bona fide police, law enforcement, rescue squad, or fire department authorizes its use in writing;

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against Defendant for the following relief:

a. consumer restitution pursuant to Ind. Code §23-7-8-8(c) to repay money unlawfully received from aggrieved solicitees in an amount to be determined at trial;

b. costs pursuant to Ind. Code §23-7-8-8(c), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

c. civil penalties pursuant to Ind. Code §23-7-8-8(c) for Defendant's violations of the Professional Fundraiser Consultant and Solicitor Registration Act, in the amount of Five Hundred and 00/100 Dollars (\$500.00) per violation, payable to the State of Indiana; and

d. all other just and proper relief.

Respectfully submitted,

STEVE CARTER
Attorney General of Indiana
Atty. No. 4150-64

By: Roger D. Smith
Roger D. Smith
Deputy Attorney General
Atty. No. 23152-49

Office of Attorney General
Indiana Government Center South
402 W. Washington, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 232-4774
64562

KAREN M. FREEMAN-WILSON
ATTORNEY GENERAL
OFFICE OF ATTORNEY GENERAL
5th Floor - Indiana Government Center South
402 West Washington Street
Indianapolis, IN 46204

PROFESSIONAL SOLICITOR NOTICE FILING

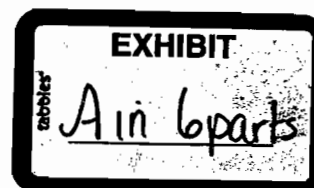
Solicitor's name ACS, International, Inc.

GENERAL INSTRUCTIONS:

1. Answer all items completely. Please type or print legibly. This form will be returned without filing if it is incomplete or otherwise fails to comply with IC 23-7-8-1 et seq.
2. You must immediately notify the Consumer Protection Division of any change in the information contained in this notice filing.
3. This form, along with all relevant, properly executed contracts, MUST be submitted at least two weeks prior to the projected beginning date of the contractual relationship.
4. Do not leave questions blank. Write "N/A" if not applicable.
5. File with: Office of Attorney General
Consumer Protection Division
Attn: Fundraiser Registration
5th Floor - Indiana Government Center South
402 West Washington Street
Indianapolis, IN 46204-2770

NOTE: Please read the following definition to verify that you are completing the correct form.

"Professional solicitor" means a person who for a financial consideration solicits contributions for, or on behalf of, a charitable organization, either personally or through agents or employees specifically employed for that purpose. The term does not include a charitable organization or an officer, an employee, a member, or a volunteer of a charitable organization, that solicits on its own behalf.



1. Provide the name, job title, address, telephone number, and title of the person to contact regarding this campaign:

Carl E. Kite
 Name
 5615 West Henry Street
 Street Address
 Mailing Address (if different)
 Indianapolis, Indiana 46241
 City State ZIP
 Telephone Number (including area code and extension)
 Telefax Number (if applicable)

2. Provide the principal address and telephone number of the professional solicitor:

ACS, International, Inc.
 Name
 5615 West Henry Street
 Street Address
 Mailing Address (if different)
 Indianapolis, Indiana 46241
 City State ZIP
 Telephone Number (including area code and extension)
 Telefax Number (if applicable)

3. Provide the projected dates when soliciting will begin and end:

Begin 05 / 01 / 00 End 05 / 01 / 03

4. Provide any and all addresses and telephone numbers from where solicitations will be conducted:

5615 West Henry St., Indianapolis, Indiana 46241
 (317) 244-8598, (317) 244-6498
 (Attach additional pages if necessary.)

5. Attach a copy of the signed, written contract authorizing this campaign as described in 10 13-7-3-2(d) to this form.

6. Attach copies of any contracts entered into between registrant and subcontractors or independent contractors concerning fundraising activities for this campaign.

N/A

7. If the solicitation campaign is one in which the person soliciting charitable contributions uses the name "police," "law enforcement," "trooper," "rescue squad," "firemen," or "firefighter" with written authorization from a bonafide police, law enforcement, rescue squad, or fire department, provide a copy of the required written authorization.

8. Percentage of gross contributions to be paid to charity:

20%

*This percentage must be included in the contract authorizing this campaign.

9. Average percentage of gross contributions received by all charitable organizations from solicitor for preceding three (3) years:

20%

*This percentage must be included in the contract authorizing this campaign.

I swear and/or affirm under penalties for perjury that the foregoing representations are true and accurate.

05-11-00
Date Signed

ACS, International, Inc.
Name of Registrant

By: Carl E. Kite
(signature and title)

Carl E. Kite
(printed)

NOTARY

STATE OF Indiana)
) SS:
COUNTY OF Marion .)

Subscribed and sworn to before me, a Notary Public in
and for said County and State, this 11th day of May,
192000.

My Commission Expires:

9/16/07

County of Residence:

Marion

Patrick J. Dickert
Signature of Notary Public
Patrick J. Dickert
Printed Signature

(The following is to be signed by an officer of the charitable organization on whose behalf the professional solicitor is acting.)

I certify that the information stated herein is true and complete to the best of my knowledge.

5/17/00
Date Signed

A.D.S.A. Inc.
Name of Charitable Organization

By: [Signature]
(signature)

(title)

Michael Croft
(printed signature)

702 S Grand St
(charity address)

Monroe LA 71201
(charity city, state & zip)

318 398-9500
(day phone)

(evening phone)

318 398-9980
(telefax number, if applicable)

NOTARY

STATE OF Louisiana)
) SS:
COUNTY OF Ouachita)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 17th day of May, 2000.

My Commission Expires:

at death

County of Residence:

Ouachita

Frankie Jean Miller
Signature of Notary Public

Frankie Jean Miller
Printed Signature

EXHIBIT 'A' TO APPLICATION FOR REGISTRATION

NOTICE: IC 23-7-8-2 requires that the following residential information be provided as a condition of registration and further requires that the Division keep this information confidential unless ordered revealed by a court or in furtherance of prosecution. Since this page will be stored separately from the public records, the entire page MUST be completed.

1. Name of fundraiser, consultant or solicitor: ACS, International
2. Name of charitable organization: A.D.S.A. Inc.
3. Date campaign is projected to begin: 05/01/00
4. Name, residence addresses, and residence telephone numbers of each person responsible for directing and supervising the conduct of the campaign:

(a) Name Robert C. Kite

Title or position with registrant President/Director/Shareholder

Street and Number 8053 San Road
City/State/ZIP Fort Myers, Florida 33912-2522

Telephone (including area code) (800) 430-0818

(b) Name Carl E. Kite

Title or position with registrant Treasurer/Director/Shareholder

Street and Number 5615 West Henry Street
City/State/ZIP Indianapolis, Indiana 46241

Telephone (including area code) (317) 244-8598

(c) Name Daniel L. Kite

Title or position with registrant Secretary/Director/Shareholder

Street and Number 5615 West Henry Street
City/State/ZIP Indianapolis, Indiana 46241

Telephone (including area code) (317) 244-8598

(Attach additional pages if necessary.)

Initials of person
completing form

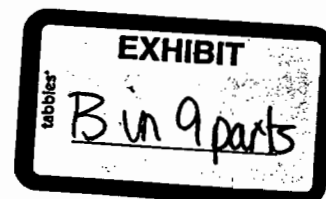
CONTRACT

For and in consideration of the covenants and agreements contained herein, the undersigned, ^{Inc. LEK} ~~ACS International~~ (herein-after referred to as ("FUNDRAISER")) and **A.D.S.A. Inc. 700 S. Grand Monroe, LA. 71201** (herein after referred to as "ORGANIZATION"), enter into this contractual agreement as follows:

1. **PURPOSE:** The parties hereto agree and covenant that the purposes of this contract are as follows:
 - (a) To enhance the image of the ORGANIZATION and to create better name recognition.
 - (b) To promote increased public awareness of the goals and objectives of the ORGANIZATION.
 - (c) To enhance ORGANIZATIONS ability to provide stated objectives.
 - (d) To encourage individuals to take such actions as to further the purpose of the ORGANIZATION.
2. **DURATION OF CONTRACT:** This contract shall extend for a period of thirty six (36) months from the 1st day of May, 2000 until the 1st day of May, 2003.
3. **DUTIES TO PARTIES:**
 - (a) FUNDRAISER to conduct on behalf of ORGANIZATION a public relations campaign by telephone as defined herein below in the ORGANIZATION'S name.
 - (b) All costs associated with the solicitation of charitable donations are to be born by the fundraiser.
 - (c) FUNDRAISER to conduct a charitable donation campaign to enhance ORGANIZATION'S ability to implement its stated goals and objective.
 - (d) FUNDRAISER agrees, when soliciting charitable donations on behalf of ORGANIZATION, agent will only use ORGANIZATION approved scripts.
 - (e) FUNDRAISER agrees to deliver to ORGANIZATION a 2% random sampling of the charitable donation solicitations for purpose of quality control.

Int. LEK

Int. INC



(f) FUNDRAISER agrees not to be rude or abusive when calling on behalf of ORGANIZATION as it will adversely impact on ORGANIZATION'S reputation.

(g) FUNDRAISER agrees to delete the name of any donor or prospective donor who so requests.

(h) FUNDRAISER must identify himself as such to prospective donors.

(i) FUNDRAISER is not to solicit charitable donations from the elderly or mentally impaired.

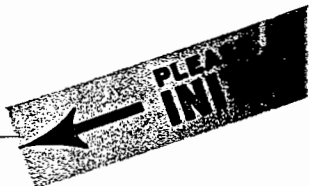
All costs, including but not limited to lists, caging, training, chase calls, telephone installation, telephone charges, office space, fixtures and rentals, utility expenses, salaries and commissions, licenses, permits, taxes, bonds and other such incidental expenses are the sole responsibility of FUNDRAISER.

4. **IMPLEMENTATION:** ORGANIZATION agrees to provide FUNDRAISER all information required by FUNDRAISER to conduct the public relations and sponsorship solicitation campaigns. ORGANIZATION agrees to conduct an advance public relations campaign designed to inform Governmental and non-profit organizations in FUNDRAISER'S local area about the fundraising/education program about to be conducted on ORGANIZATION'S behalf by FUNDRAISER.

Additionally, all activities under this contract shall be regularly reviewed by a committee of the Board of the ORGANIZATION to insure that all desired program services are in fact occurring. All activities, programs and/or donations referenced in any and all solicitation materials such as scripts, brochures and newsletter shall be regularly verified by the board of directors. Such verification shall include letters of appreciation, canceled checks and all other proof of programs. In the event verification of programs is not available for any thirty (30) day period the board of directors of ORGANIZATION shall provide FUNDRAISER with a resolution setting forth the reason(s) no verification(s) of charitable program is available for said thirty (30) day period. Further ORGANIZATION agrees to have the board of directors of said ORGANIZATION approve and sign all solicitation for charitable donations material as to accuracy and location of programs.

Int. CEK

Int. MC



5. **COMPLIANCE WITH LAWS AND REGULATIONS:** The parties agree and covenant that each party is to be responsible for complying with its duties and obligations pursuant to the laws and regulations of all States in which activities occur, with respect to the publicity and sponsorship solicitation campaign. Each party is to bear and to pay its own penalties thereof of noncompliance.

6. **BREACH OF CONTRACT:** Failure by either party to comply with any and all terms, conditions, and deadlines contained herein shall constitute a breach of contract.

The other party shall be required to notify the breaching party in writing within ten (10) days of such breach. The breaching party must act within thirty (30) days to correct the breach. If the breaching party fails to act, this contract will be considered null and void.

7. **MEDIA/GOVERNMENT RELATIONS:** At no time shall FUNDRAISER or any of FUNDRAISER'S representatives make statements, grant interviews or hold press conferences for or on behalf of the ORGANIZATION to members of the Press or Government. Should a member of the Press or any Government agency request additional information about ORGANIZATION, then any such inquiries must be referred to the ORGANIZATION and ORGANIZATION advised of such inquiry.

8. **NOTICE:** Any written notice required pursuant to the terms of this Contract shall be made by sending such notice by certified mail, return receipt request, to the parties at the following addresses:

ORGANIZATION:

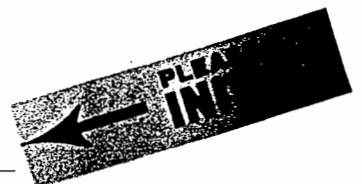
A.D.S.A. Inc.
702 700 S. Grand
Monroe, LA. 71201
Contact: Tom Buckman

FUNDRAISER

ACS International, Inc.,
5615 W. Henery St.
Indianapolis, IN. 46241
Contact :Carl Kite

Int. CEK

Int. MC



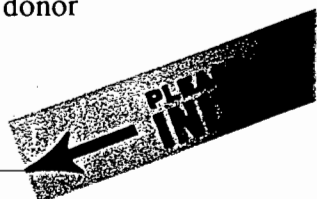
9. **EXECUTION OF CONTRACT:** The parties expressly acknowledge and agree that this Contract is not a valid and enforceable agreement until executed by the designated officer of ORGANIZATION and FUNDRAISER.
10. **ENTIRE AGREEMENT:** This Contract constitutes the express and entire agreement between the parties.
11. **CONFLICT WITH STATE LAW:** If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that they may conflict wherewith and shall be deemed to be modified to conform with such statute or rule of law.
12. **SEPARABILITY:** If any provision or provisions of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforcement of the remaining provisions shall not in any way be affected or impaired thereby.
13. **LAW AND JURISDICTION:** The parties agree that this agreement shall be governed by and construed in accordance with the laws of the State of California.
14. **PURPOSE OF AGREEMENT:** ORGANIZATION enters into this - Agreement with FUNDRAISER in order to combine the functions and expenses of public education, program service, advocacy, donor acquisition, and donor renewal, all as to advance the program service of ORGANIZATION. All printed matter shall provide information and material about ORGANIZATION, and include from time to time as may be appropriate, educational material, statements of program service, and explain the process by which ORGANIZATION hopes to accomplish its objectives. The opportunity to develop and distribute such material, together with the mediums produced and utilized by FUNDRAISER is a material inducement for ORGANIZATION to enter into this Agreement,

All oral presentations and printed material shall either be created by ORGANIZATION and/or developed by FUNDRAISER to stress the above and foregoing program service information and public education function. All materials created by FUNDRAISER shall be reviewed signed and approved as to accuracy and location of programs by the ORGANIZATION prior to being used.

15. **PROGRAM SERVICE ALLOCATION:** The parties mutually acknowledge and agree that it is a combination of the functions of donor acquisition, donor renewal, public education and program service which has induced ORGANIZATION to enter into this Agreement.

Int. CEK

Int. MC



16. **ASSIGNMENT OF CONTRACT:** This Agreement cannot be assigned to any other party by the FUNDRAISER without first obtaining in writing the consent of the ORGANIZATION.
17. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement by and between the parties hereto, and all prior understandings are merged herein. Any amendments hereto, and all prior understandings are merged herein. Any amendments hereto must be in writing and signed by each of the parties herein.

IN WITNESS WHEREOF, the parties herein have executed this Agreement on the day and year first above written.

WITNESS:

Bunda futur



ORGANIZATION:

A.D.S.A. Inc.

Michael Croft
Signature

Name: *Michael Croft*

Title: *President*

Date: *5/16/00*

FUNDRAISER

ACS, International, Inc.

Carl E. Kite

Carl E. Kite
Signature

Name: *Carl E. Kite*

Title: *Vice President*

Date: *5/11/00*

ADENDUM I - COMPENSATION TO THE PARTIES

ORGANIZATION guarantees that **FUNDRAISER** will receive no less than **Eighty (80%)**. Payments will begin one (1) week after the campaign begins, as collections come in. All monies contributed to **ORGANIZATION**, as a result of **FUNDRAISERS** campaign will be sent directly to **ORGANIZATIONS** designee. Payment to **FUNDRAISER** is for full compensation for the expenses listed as follows:

1. Printing of receipts, letters, one standard brochure and envelopes;
2. Telephone deposit, installation and service charges;
3. Office space, furniture rental and utilities;
4. Employee payroll /payroll taxes, independent contractor fees, payroll preparation fees;
5. Paid advertising relative to employees;
6. Postage, shipping expense, overnight mail, etc.;
7. List costs;
8. Office supplies;
9. Licensing and bonding as required;

Any other expenditures shall be paid by the party incurring the debt or as mutually agreed upon in writing by the parties to this agreement prior to expense being incurred.

APPROVED BY:

ORGANIZATION:

A.D.S.A., Inc.

BY:



TITLE:

President

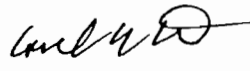
DATE:

5/16/00

FUNDRAISER:

ACS International, Inc.

BY:



TITLE:

Vice President

DATE:

5/11/00

ADDENDUM II- GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The terms of this agreement shall pertain to the geographical area of:

INDIANA

Additional areas may be included by addendum signed by both parties.

ORGANIZATION:

A.D.S.A., Inc.

FUNDRAISER:

ACS International, Inc.

BY: *[Signature]*

TITLE: *Pres. dent*

DATE: *5/16/00*

PLEASE
SIGN & RETURN
←

BY: *[Signature]*

TITLE: *Vice President*

DATE: *5/11/00*

JURISDICTION

Facility and Organization agree that any action brought by a Party to this Contract shall be filed in the Orange county, State of California, Superior Court. Facility further agrees the Laws of the State of California shall control in the event of Litigation. Neither Party waives their right to Trial by Jury.

Approved:

ORGANIZATION:

FACILITY:

BY:



PLEASE
SIGN & RETURN



BY:



TITLE:

President

TITLE:

DATE:

5/16/00

DATE:

CONTRACT WITH CLIENTS OF ORGANIZATION

Facility agrees and Promises for a period of five (5) years following Termination of this Agreement, either with or without cause, not to contract with any charity, non-profit corporation, association or religious corporation under contract to North American ACS International during the prescribed period of the contract.

Approved:

ORGANIZATION:

FACILITY:

BY:



BY:

DATE:

5/16/00

DATE:

ADDENDUM TO CONTRACT

This Addendum to Contract ("Addendum"), is entered into this 11 day of October 2000, by and between A.C.S. International, Inc. ("ACS") and A.D.S.A., Inc. ("ADSA").

WITNESSETH

Whereas, in or about May of 2000, ACS and ADSA entered into a contractual agreement (the "Contract") concerning certain charitable fund-raising activities to be undertaken by ACS on behalf of ADSA;

Whereas, pursuant to Indiana law, ACS filed the Contract with the office of the Indiana Attorney General as is required by statute;

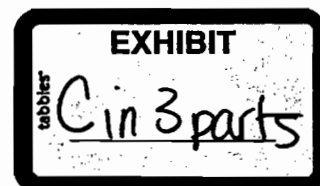
Whereas, the Indiana Attorney General has requested clarification with respect to certain provisions of the Contract in order to permit the Indiana Attorney General to complete ACS's registration filing;

Whereas, ACS and ADSA desire to clarify certain provisions of the Contract in order to permit the completion of ACS's registration.

Now, therefore, the undersigned parties hereby execute this Addendum to the Contract as follows:

1. The percentage of gross contributions which ADSA will receive from the solicitation campaign described in the Contract will be 5%. This percentage excludes any amount that ADSA is to pay as expenses of the solicitation campaign.

2. The average percentage of gross contributions that ADSA received from ACS for the three (3) years preceding the year in which the Contract was formed is N/A%.



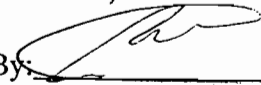
The undersigned hereby execute this Addendum effective as of the date first written above.

A.C.S. International, Inc.

By: _____
Robert C. Kite

Its: President

A.D.S.A., Inc.

By:  _____


Its: Representative

The undersigned hereby execute this Addendum effective as of the date first written

above.

A.C.S. International, Inc.

By:


Robert C. Kite

Its: President

A.D.S.A., Inc.

By: _____

Its: _____

REC'D AUG 25 2000

KAREN M. FREEMAN-WILSON
ATTORNEY GENERAL
OFFICE OF ATTORNEY GENERAL
5th Floor - Indiana Government Center South
402 West Washington Street
Indianapolis, IN 46204

PROFESSIONAL SOLICITOR NOTICE FILING

Solicitor's name ACS, International, Inc.

GENERAL INSTRUCTIONS:

1. Answer all items completely. *Please type or print legibly.*
This form will be returned without filing if it is incomplete or otherwise fails to comply with IC 23-7-8-1 et seq.
2. You must immediately notify the Consumer Protection Division of any change in the information contained in this notice filing.
3. This form, along with all relevant, properly executed contracts, MUST be submitted at least two weeks prior to the projected beginning date of the contractual relationship.
4. Do not leave questions blank. Write "N/A" if not applicable.
5. File with: Office of Attorney General
Consumer Protection Division
Attn: Fundraiser Registration
5th Floor - Indiana Government Center South
402 West Washington Street
Indianapolis, IN 46204-2770

NOTE: Please read the following definition to verify that you are completing the correct form.

"Professional solicitor" means a person who for a financial consideration solicits contributions for, or on behalf of, a charitable organization, either personally or through agents or employees specifically employed for that purpose. The term does not include a charitable organization or an officer, an employee, a member, or a volunteer of a charitable organization, that solicits on its own behalf.



1. Provide the name, job title, address, telephone number, and title of the person to contact regarding this campaign:

Carl E. Kite

Name

5615 West Henry Street

Street Address

N/A

Mailing Address (if different)

Indianapolis, Indiana 46241

City

(317) 244-8598

State

ZIP

Telephone Number (including area code and extension)

N/A

Telefax Number (if applicable)

2. Provide the principal address and telephone number of the professional solicitor:

ACS, International, Inc.

Name

5615 West Henry Street

Street Address

N/A

Mailing Address (if different)

Indianapolis, Indiana 46241

City

(317) 244-8598

State

ZIP

Telephone Number (including area code and extension)

N/A

Telefax Number (if applicable)

3. Provide the projected dates when soliciting will begin and end:

Begin ^{9/5/00} Upon approval of filing ~~with Attorney General~~ End 08 / 01 / 02

4. Provide any and all addresses and telephone numbers from where solicitations will be conducted:

5615 West Henry Street, Indianapolis, Indiana 46241

(317) 244-8598 (317) 244-6498

(Attach additional pages if necessary.)

5. Attach a copy of the signed, written contract authorizing this campaign (as described in IC 23-7-3-2(d)) to this form.

See Attached

6. Attach copies of any contracts entered into between registrant and subcontractors or independent contractors concerning fundraising activities for this campaign.

N/A

7. If the solicitation campaign is one in which the person soliciting charitable contributions uses the name "police," "law enforcement," "trooper," "rescue squad," "firemen," or "firefighter" with written authorization from a bonafide police, law enforcement, rescue squad, or fire department, provide a copy of the required written authorization.

N/A

8. Percentage of gross contributions to be paid to charity:

20%

*This percentage must be included in the contract authorizing this campaign.

9. Average percentage of gross contributions received by all charitable organizations from solicitor for preceding three (3) years:

20%

*This percentage must be included in the contract authorizing this campaign.

I swear and/or affirm under penalties for perjury that the foregoing representations are true and accurate.

7-27-00
Date Signed

ACS, International, Inc.

Name of Registrant

By: Carl E. Kite, Treasurer/Director
(signature and title)

Carl E. Kite
(printed)

NOTARY

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Subscribed and sworn to before me, a Notary Public in
and for said County and State, this 23rd day of August,
19 2000.

My Commission Expires:

9/16/07

County of Residence:

Marion

Patrick J. Dietrick
Signature of Notary Public

Patrick J. Dietrick
Printed Signature

(The following is to be signed by an officer of the charitable organization on whose behalf the professional solicitor is acting.)

I certify that the information stated herein is true and complete to the best of my knowledge.

8/18/00
Date Signed

Association For Disabled Firefighters
Name of Charitable Organization

By: Michael Kowalsky PRES
(signature) (title)

MICHAEL KOWALSKY PRES
(printed signature)

1116 E. CHESTNUT
(charity address)

SANTA ANA CA. 90701
(charity city, state & zip)

1-800-247-6278
(day phone) (evening phone) (telefax number, if applicable)

NOTARY

STATE OF CAL)
COUNTY OF ORANGE) SS:

Subscribed and sworn to before me, a Notary Public in
and for said County and State, this 18 day of AUG,
19-2000

My Commission Expires:

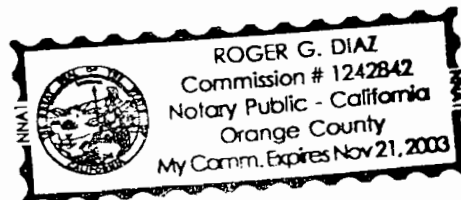
Nov 21 2003

County of Residence:

ORANGE

[Signature]
Signature of Notary Public

ROGER G DIAZ
Printed Signature



NOTICE: IC 23-7-8-2 requires that the following residential information be provided as a condition of registration and further requires that the Division keep this information confidential unless ordered revealed by a court or in furtherance of prosecution. Since this page will be stored separately from the public records, the entire page MUST be completed.

1. Name of fundraiser, consultant or solicitor: ACS, International
2. Name of charitable organization: Association For Disabled Firefighters
3. Date campaign is projected to begin:
4. Name, residence addresses, and residence telephone numbers of each person responsible for directing and supervising the conduct of the campaign:

(a) Name Robert C. Kite

Title or position with registrant President/Director/Shareholder

Street and Number 8053 San Road
City/State/ZIP Fort Myers, Florida 33912-2522

Telephone (including area code) (800) 430-0818

(b) Name Carl E. Kite

Title or position with registrant Treasurer/Director/Shareholder

Street and Number 5615 West Henry Street
City/State/ZIP Indianapolis, Indiana 46241

Telephone (including area code) (317) 244-8598

(c) Name Daniel L. Kite

Title or position with registrant Secretary/Director/Shareholder

Street and Number 5615 West Henry Street
City/State/ZIP Indianapolis, Indiana 46241

Telephone (including area code) (317) 244-8598

(Attach additional pages if necessary.)

Initials of person
completing form

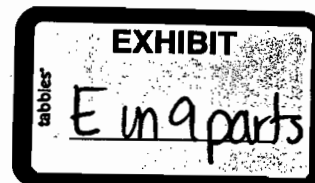
CONTRACT

For and in consideration of the covenants and agreements contained herein, the undersigned, **ACS International** (herein-after referred to as("FUNDRAISER") and **Association For Disabled Firefighters** , 2701 S. Main St Ste B. Santa Ana, CA 92707 (herein after referred to as "ORGANIZATION"), enter into this contractual agreement as follows:

1. **PURPOSE:** The parties hereto agree and covenant that the purposes of this contract are as follows:
 - (a) To enhance the image of the ORGANIZATION and to create better name recognition.
 - (b) To promote increased public awareness of the goals and objectives of the ORGANIZATION.
 - (c) To enhance ORGANIZATIONS ability to provide stated objectives.
 - (d) To encourage individuals to take such actions as to further the purpose of the ORGANIZATION.
2. **DURATION OF CONTRACT:** This contract shall extend for a period of Twenty Four(24) months from the 1st day of ,2000 August until the 1st day of August 1, 2002.
3. **DUTIES TO PARTIES:**
 - (a) FUNDRAISER to conduct on behalf of ORGANIZATION a public relations campaign by telephone as defined herein below in the ORGANIZATION'S name.
 - (b) All costs associated with the solicitation of charitable donations are to be born by the fundraiser.
 - (c) FUNDRAISER to conduct a charitable donation campaign to inhance ORGANIZATION'S ability to implement its stated goals and objective.
 - (d) AGENT agrees, when soliciting charitable donations on behalf of ORGANIZATION, agent will only use ORGANIZATION approved scripts.
 - (e) FUNDRAISER agrees to deliver to ORGANIZATION a 2% random sampling of the charitable donation solicitations for purpose of quality control.

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- (f) FUNDRAISER agrees not to be rude or abusive when calling on behalf of ORGANIZATION as it will adversely impact on ORGANIZATION'S reputation.
- (g) FUNDRAISER agrees to delete the name of any donor or prospective donor who so requests.
- (h) FUNDRAISER must identify himself as such if state law where solicitation is made so requires.

All costs, including but not limited to lists, caging, training, chase calls, telephone installation, telephone charges, office space, fixtures and rentals, utility expenses, salaries and commissions, licenses, permits, taxes, bonds and other such incidental expenses are the sole responsibility of FUNDRAISER.

4. **IMPLEMENTATION:** ORGANIZATION agrees to provide FUNDRAISER all information required by FUNDRAISER to conduct the public relations and sponsorship solicitation campaigns. ORGANIZATION agrees to conduct an advance public relations campaign designed to inform Governmental and non-profit organizations in FUNDRAISER'S local area about the fundraising/education program about to be conducted on ORGANIZATION'S behalf by FUNDRAISER.

Additionally, all activities under this contract shall be regularly reviewed by a committee of the Board of the ORGANIZATION to insure that all desired program services are in fact occurring. All activities, programs and/or donations referenced in any and all solicitation materials such as scripts, brochures and newsletter shall be regularly verified by the board of directors. Such verification shall include letters of appreciation, canceled checks and all other proof of programs. In the event verification of programs is not available for any thirty (30) day period the board of directors of ORGANIZATION shall provide FUNDRAISER with a resolution setting forth the reason(s) no verification(s) of charitable program is available for said thirty (30) day period. Further ORGANIZATION agrees to have the board of directors of said ORGANIZATION approve and sign all solicitation for charitable donations material as to accuracy and location of programs.

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5. **COMPLIANCE WITH LAWS AND REGULATIONS:** The parties agree and covenant that each party is to be responsible for complying with its duties and obligations pursuant to the laws and regulations of all States in which activities occur, with respect to the publicity and sponsorship solicitation campaign. Each party is to bear and to pay its own penalties thereof of noncompliance.

6. **BREACH OF CONTRACT:** Failure by either party to comply with any and all terms, conditions, and deadlines contained herein shall constitute a breach of contract.

The other party shall be required to notify the breaching party in writing within ten (10) days of such breach. The breaching party must act within thirty (30) days to correct the breach. If the breaching party fails to act, this contract will be considered null and void.

7. **MEDIA/GOVERNMENT RELATIONS:** At no time shall FUNDRAISER or any of FUNDRAISER'S representatives make statements, grant interviews or hold press conferences for or on behalf of the ORGANIZATION to members of the Press or Government. Should a member of the Press or any Government agency request additional information about ORGANIZATION, then any such inquiries must be referred to the ORGANIZATION and ORGANIZATION advised of such inquiry.

8. **NOTICE:** Any written notice required pursuant to the terms of this Contract shall be made by sending such notice by certified mail, return receipt request, to the parties at the following addresses:

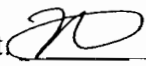
ORGANIZATION:

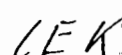
Association For Disabled Firefighters
2701 S. Main St. Ste. B
Santa Ana, CA. 92707
1-(800) 247-6278

Contact: M. Kowalsky

FUNDRAISER:

ACS International
127 E. Michigan #600
Indianapolis, IN. 46204
Contact : Carl

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9. **EXECUTION OF CONTRACT:** The parties expressly acknowledge and agree that this Contract is not a valid and enforceable agreement until executed by the designated officer of ORGANIZATION and FUNDRAISER.
10. **ENTIRE AGREEMENT:** This Contract constitutes the express and entire agreement between the parties.
11. **CONFLICT WITH STATE LAW:** If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform with such statute or rule of law.
12. **SEPARABILITY:** If any provision or provisions of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforcement of the remaining provisions shall not in any way be affected or impaired thereby.
13. **LAW AND JURISDICTION:** The parties agree that this agreement shall be governed by and construed in accordance with the laws of the State of California.
14. **PURPOSE OF AGREEMENT:** ORGANIZATION enters into this - Agreement with FUNDRAISER in order to combine the functions and expenses of public education, program service, advocacy, donor acquisition, and donor renewal, all as to advance the program service of ORGANIZATION. All printed matter shall provide information and material about ORGANIZATION, and include from time to time as may be appropriate, educational material, statements of program service, and explain the process by which ORGANIZATION hopes to accomplish its objectives. The opportunity to develop and distribute such material, together with the mediums produced and utilized by FUNDRAISER is a material inducement for ORGANIZATION to enter into this Agreement,

All oral presentations and printed material shall either be created by ORGANIZATION and/or developed by FUNDRAISER to stress the above and foregoing program service information and public education function. All materials created by FUNDRAISER shall be reviewed signed and approved as to accuracy and location of programs by the ORGANIZATION prior to being used.

15. **PROGRAM SERVICE ALLOCATION:** The parties mutually acknowledge and agree that it is a combination of the functions of donor acquisition, donor renewal, public education and program service which has induced ORGANIZATION to enter into this Agreement.

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16. **ASSIGNMENT OF CONTRACT:** This Agreement cannot be assigned to any other party by the FUNDRAISER without first obtaining in writing the consent of the ORGANIZATION.

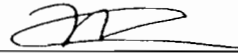
17. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement by and between the parties hereto, and all prior understandings are merged herein. Any amendments hereto, and all prior understandings are merged herein. Any amendments hereto must be in writing and signed by each of the parties herein.

IN WITNESS WHEREOF, the parties herein have executed this Agreement on the day and year first above written.

WITNESS:

ORGANIZATION:

Association For Disabled
Firefighters

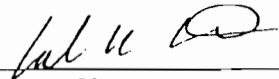


Signature

Name: Mitchell Gold

Title: ROO

Date: 7-1-00



Signature

Name: CARL KITE

Title: VICE PRESIDENT

Date: 07-27-00

ADDENDUM I - COMPENSATION TO THE PARTIES

ORGANIZATION guarantees that **FUNDRAISER** will receive no less than **Eighty (80%)**. Payments will begin one (1) week after the campaign begins, as collections come in. All monies contributed to **ORGANIZATION**, as a result of **FUNDRAISERS** campaign will be sent directly to **ORGANIZATIONS** designee. Payment to **FUNDRAISER** is for full compensation for the expenses listed as follows:

1. Printing of receipts, letters, one standard brochure and envelopes;
2. Telephone deposit, installation and service charges;
3. Office space, furniture rental and utilities;
4. Employee payroll /payroll taxes, independent contractor fees, payroll preparation fees;
5. Paid advertising relative to employees;
6. Postage, shipping expense, overnight mail, etc. ;
7. List costs;
8. Office supplies;
9. Licensing and bonding as required;


Any other expenditures shall be paid by the party incurring the debt or as mutually agreed upon in writing by the parties to this agreement prior to expense being incurred.

APPROVED BY:

ORGANIZATION:
Association For Disabled Firefighters
BY: 

TITLE: *RFP*

DATE: *7-1-00*

FUNDRAISER:
ACS International, Inc.
BY: *Vol 11* 

TITLE: *VICE PRESIDENT - TREASURER*

DATE: *07-27-00*

ADDENDUM II- GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The terms of this agreement shall pertain to the geographical area of:
INDIANA

Additional areas may be included by addendum signed by both parties.

ORGANIZATION:

FUNDRAISER:

Association For Disabled Firefighters

BY:



BY:

A
Handwritten signature of the fundraiser, starting with 'A' and 'W'.

TITLE:

RP

TITLE:

Vice President - Treasurer

DATE:

7-1-00

DATE:

07-27-00

JURISDICTION

Facility and Organization agree that any action brought by a Party to this Contract shall be filed in the Orange county, State of California, Superior Court. Facility further agrees the Laws of the State of California shall control in the event of Litigation. Neither Party waives their right to Trial by Jury.

Approved:

ORGANIZATION:

FACILITY:

BY:



BY:

TITLE:



TITLE:

DATE:

7-1-00

DATE:

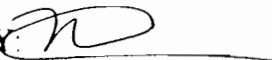
CONTRACT WITH CLIENTS OF ORGANIZATION

Facility agrees and Promises for a period of five (5) years following Termination of this Agreement, either with or without cause, not to contract with any charity, non-profit corporation, association or religious corporation under contract to North American Charitable Services during the prescribed period of the contract.

Approved:

ORGANIZATION:

FACILITY:

BY: 

BY:

DATE: 7-1-00

DATE:

ADDENDUM TO CONTRACT

This Addendum to Contract ("Addendum"), is entered into this 11 day of October 2000, by and between A.C.S. International, Inc. ("ACS") and the Association For Disabled Firefighters ("AFDF").

WITNESSETH

Whereas, in or about July of 2000, ACS and AFDF entered into a contractual agreement (the "Contract") concerning certain charitable fund-raising activities to be undertaken by ACS on behalf of AFDF;

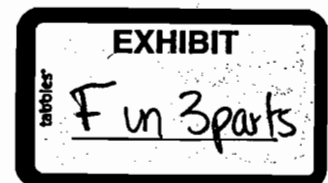
Whereas, pursuant to Indiana law, ACS filed the Contract with the office of the Indiana Attorney General as is required by statute;

Whereas, the Indiana Attorney General has requested clarification with respect to certain provisions of the Contract in order to permit the Indiana Attorney General to complete ACS's registration filing;

Whereas, ACS and AFDF desire to clarify certain provisions of the Contract in order to permit the completion of ACS's registration.

Now, therefore, the undersigned parties hereby execute this Addendum to the Contract as follows:

1. The percentage of gross contributions which AFDF will receive from the solicitation campaign described in the Contract will be 5%. This percentage excludes any amount that AFDF is to pay as expenses of the solicitation campaign.
2. The average percentage of gross contributions that AFDF received from ACS for the three (3) years preceding the year in which the Contract was formed is N/A%.



The undersigned hereby execute this Addendum effective as of the date first written
above.

A.C.S. International, Inc.

By: _____
Robert C. Kite

Its: President

AFDF

By: Mike Kowalsky


Its: PRES

The undersigned hereby execute this Addendum effective as of the date first written

above.

A.C.S. International, Inc.

By:


Robert C. Kite

Its: President

AFDF

By: _____

Its: _____

AGREEMENT

For and in consideration for the covenants, agreements, mutual promises and mutual benefits derived by the parties contained herein this agreement is made and entered into by and between:

ACS INTERNATIONAL,
8053 SAN ROAD
FT. MYERS, FLORIDA 33912

(hereinafter referred to as **FACILITY**, **FACILITIES**, **FACILITY'S**) and
COALITION OF POLICE & SHERIFFS 1118 E. Chestnut, Santa Ana, CA 92701.
Herein referred to as (**ORGANIZATION** or **ORGANIZATION'S**), entered into this contractual agreement as follows:

Whereas; **FACILITY** is a firm with experience in fund-raising and/or marketing and/or promotion and/or public education and publishing.

Whereas; **FACILITY** has entered into agreement for access to and use of necessary donor lists, facilities and equipment used in fund-raising efforts, some owned solely by **FACILITY** and some under a current separate agreement(s) with another party(s).

Whereas; **ORGANIZATION** is desirous of entering into an agreement with **FACILITY** which will benefit its **PUBLIC EDUCATION/ AWARENESS/ RELATIONS** and Fund-raising efforts.

Now therefore;

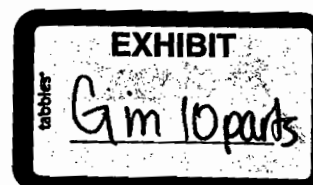
1. **FACILITY** will provide:

It is agreed that **FACILITY** will provide **ORGANIZATION** the use of, but not limited to, the following facilities, equipment and sources:

- A. Telephone system and equipment;
- B. Telephone lines;

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COPY

- C. Fax machines;
- D. Photocopier;
- E. Computers, programs and printers;
- F. Postage machines
- G. Incidental office machines and equipment;
- H. Sales booths and chairs.

2. Duties of Parties:

A. **FACILITY** agrees to conduct a telephone public relation campaign using a prepared script approved by the **ORGANIZATION** to accomplish the following with compassion and empathy:

1. To define the objective of the **ORGANIZATION**.
2. To educate the public on a one-on-one basis about the program of the **ORGANIZATION**.
3. To enhance the image of the **ORGANIZATION** and to create better name recognition and to adequately train communicators.
4. To promote increased public awareness of the goals and objectives of the **ORGANIZATION**.
5. To promote volunteer activity on behalf of the **ORGANIZATION**.
6. To accept, if offered, donations of merchandise and/or in kind services on behalf of the **ORGANIZATION**.
7. Distribute brochures, decals, tax receipts or any other printed material, provide entertainment or provide other promotional materials, if deemed appropriate by mutual agreement of **FACILITY** and **ORGANIZATION**.

B. The ORGANIZATION warrants that:

1. All written materials will be original or, if copyrighted, **ORGANIZATION** will receive permission of the copyright owner to reproduce the material prior to the telephone campaign.
2. It will lend its name, goodwill and cooperation to all phases of this project.
3. It is a non-profit Corp. and its 501 (c) (3) status is and will be applied for.

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4. It will promptly approve and correct if necessary all printed materials being sent to the general public prepared by **FACILITY** during the course of this campaign.
5. It will indemnify and hold **FACILITY** harmless from copyright infringement, if any.
6. To designate a person to oversee the campaign and act as the main liaison between **FACILITY** and **ORGANIZATION**.
7. All programs listed in solicitation materials shall be provided in communities where funds are raised.

3. This agreement shall extend one (1) year from the day it has been signed by both parties hereto and may be renewed for a like term provided that fifteen (15) days prior to termination both parties agree in writing to the same. In the event that this contract becomes null and void for any reason then **ORGANIZATION** will still be authorized to continue the normal campaign which has been completed at the time of termination to effect collection of unfulfilled pledges.

3. **Geographic Area:**

See ADDENDUM-I


4. **Compensation:**

See ADDENDUM II-a

5. **Breach of Agreement:**

Failure by either party to comply with any and all terms, conditions and deadlines contained herein shall constitute a breach. The other party shall be required to notify the breaching party within ten (10) days acquiring knowledge of such breach. The breaching party must act within ten (10) days to correct the breach. Failure to act, on behalf of the breaching party will result in this contract becoming null and void at the sole option and discretion of **ORGANIZATION**. **FACILITY** and/or **ORGANIZATION** will still be authorized to continue the normal billing procedures for whatever portion of the telephone campaign which has been completed at the time of agreement becomes null and void pursuant to the provisions of this paragraph.

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Furthermore **FACILITY** hereby indemnifies the **ORGANIZATION** and shall hold **ORGANIZATION** harmless from any loss, liability, damage, cost or expense (including legal fees) arising out of any claims or suits which may be brought or made against **ORGANIZATION** by any vendor of **FACILITY** or by a breach of **FACILITY'S** warranties, representations, unauthorized use of **ORGANIZATION'S** name/logo, or negligent act, error or omission or delay in performing or failure to perform its obligations hereunder except as a consequence of a force majeure.

6. **Failure to Substantiate Programs Stated in Solicitation Materials:**

Failure of **ORGANIZATION** to substantiate that programs were performed as stated in solicitation materials shall be construed as a material breach of contract by **ORGANIZATION**. Upon written notification to **ORGANIZATION** by **FACILITY** of **ORGANIZATION'S** failure to provide programs stated in solicitation materials, **ORGANIZATION** shall have thirty (30) days to cure said breach.

7. **Compliance with Laws and Registration:**

Both parties agree and covenant to be responsible for complying with its duties and obligations pursuant to all of the applicable laws, registration requirements, disclosure statements and regulations in each state and/or jurisdiction called prior to the telephone public awareness, education and public relations campaign beginning in each state and/or jurisdiction and to keep the above cited items current and in good standing. Each party is responsible for paying its own registration and licensing costs and fees and any penalties therefore for noncompliance. In addition both parties acknowledge and agree to indemnify the other party with regard to its statutory obligations to carry out the provisions of this agreement and to keep these items current and in good standing. Facility agrees to indemnify and hold Organization harmless from any and all claims, actions, choses of action,

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whether Administrative, at Law or in Equity. Further, Facility agrees to provide legal counsel should Organization require.

8. Conflict with State Laws:

If any of the provisions hereof are in conflict with any applicable statute or rule of law of a state being called into, then such provisions shall be deemed inoperative to the extent that they conflict therewith and shall be deemed to be modified to conform with such statute or rule of law.

9. Law and Jurisdiction:

The parties agree that any action to construe, enforce or seek any relief either legal or equitable shall be filed in the County of Orange State of California, Superior Court. This agreement shall be governed by and construed in accordance with the laws of the State of California. Prevailing party to pay attorneys fees and litigation costs.

10. Correspondence:

The FACILITY will advise the ORGANIZATION within three (3) business days of any communications with third parties that require action on the part of the ORGANIZATION. ORGANIZATION will be notified of anything of an emergency nature immediately. All correspondence, response or remittance documents received by FACILITY from third parties resulting from the campaign will be forwarded to the ORGANIZATION within three (3) business days of receipt by FACILITY. FACILITY will provide ORGANIZATION with daily list of complaints which are generated by FACILITIES fund-raising activities.

11. Purpose of Agreement:

ORGANIZATION enters into this agreement with FACILITY in order to combine the functions and expenses of public education, program service (as outlined in ORGANIZATIONS "Mission Statement" which may be modified

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from time to time) advocacy and donor acquisition, all as to advance the program services of the **ORGANIZATION**. All printed material will provide information about the **ORGANIZATION**, and include, from time to time as may be appropriate, educational material, statements of program services, and explain the process by which the **ORGANIZATION** hopes to accomplish its objectives. The opportunity to develop and distribute this material is a major inducement for the **ORGANIZATION** to enter into this agreement. All oral presentations and printed material shall either be created by the **ORGANIZATION** and/or developed by the **FACILITY** to stress the above and foregoing program service information and public education function. **FACILITY** agrees to reimburse, make good, and cover any and all returned checks irrespective of the reason for said return. **FACILITY** further agrees to compensate **ORGANIZATION** for any costs, expenses or financial detriment **ORGANIZATION** may incur as a proximate cause of said return.

12. **Notices:**

Any written notice required pursuant to the terms of this contract shall be made by sending such notice by certified mail, return receipt requested, to the parties at their current addresses;

COALITION OF POLICE & SHERIFFS

1112 E. CHESTNUT AVE.

SANTA ANA, CALIFORNIA, 92701

ACS INTERNATIONAL

8053 SAN ROAD

FT. MYERS, FLORIDA 33912

13. **Relationship of FACILITY and ORGANIZATION:**

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This agreement shall not constitute either party the agent or legal representative of the other for any purpose whatsoever and neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. Each Party agrees and acknowledges the contents of this agreement are proprietary and shall not be disclosed to any entity, individual, or government agency without subpoena or by order of court of competent jurisdiction.

14. Modifications:

This agreement embodies the entire agreement and understanding between the parties as to the subject matter hereof; and shall not be modified in any manner, except by an instrument in writing executed by the parties or their respective successors in interest.

15. Addendum's:

The attached signed and executed addendum(s) are subject to the same terms and same formalities as contained in this agreement. Should the terms of this agreement and the attached signed and executed addendum(s) conflict, the addendum shall take precedence and be deemed controlling.

16. Conflict of interest:

ORGANIZATION acknowledges **FACILITY'S** right to perform work for other organizations while this agreement is in force.

IN WITNESS WHEREOF, the parties hereunder have set their hand and seal and have caused this agreement to be made and duly executed by their respective authorized agents/officers:

APPROVED BY:

Ent.



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FACILITY:

ORGANIZATION:

COPS

BY:



BY:

M.H. Collyer

TITLE:

PRESIDENT

TITLE:

Director


DATE:

4/13/01

DATE:

4/24/01

Ent



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ADDENDUM I GEOGRAPHIC AREA COVERED IN THIS AGREEMENT.

The terms of this agreement shall pertain to the geographical area of:

INDIANA

PROVIDED ORGANIZATION AND FACILITY ARE EACH PROPERLY
REGISTERED IN SAID STATES.

FACILITY:

ORGANIZATION:

Cops

BY:



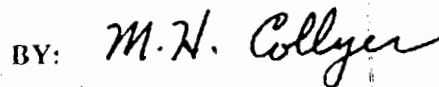
TITLE:

PRESIDENT

DATE:

4/13/01

BY:



TITLE:

Director

DATE:

4/24/01

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ADDENDUM II (a) – COMPENSATION TO THE PARTIES.

FACILITY is to receive eighty-two (82%) percent of monies raised from the campaign.

Facility's compensation is for the expenses listed as follows:

1. Telephone deposit, installation and service charges;
2. Office space, furniture rental and utilities;
3. Employee payroll/payroll taxes, independent contractor fees, payroll preparation fees;
4. Paid advertising relative to employees;
5. Postage, shipping expense, overnight mail, etc.;
6. List costs;
7. Office supplies;
8. Licensing and bonding as required;

Any other expenditures shall be paid by the party incurring the debt or as mutually agreed upon in writing by the parties to this agreement prior to expense being incurred.

APPROVED BY:

FACILITY:

ORGANIZATION: COPS

BY:

BY:

TITLE: PRESIDENT

TITLE: Director

DATE:

DATE:

101.

101.



THE COALITION OF POLICE & SHERIFFS



MR ROBERT LUSK JR
1302 E NEW YORK ST
INDPLS, IN 46202-

DATE: 08/28/01
INVOICE: 330075
AMOUNT: \$10.00
Please make checks payable to:
COALITION OF
POLICE & SHERIFFS
FEDERAL TAX EXEMPT NO.: 76-0519780
CHARTER NUMBER: 01422461

Thank You

PLEASE RETURN YOUR TAX DEDUCTIBLE DONATION BY 09/12/01

C. O. P. S. ASSISTING AMERICA'S GUARDIANS

C.O.P.S.
330075
\$10.00
YOUR SPONSORSHIP LEVEL: SILVER

MR ROBERT LUSK JR
1302 E NEW YORK ST
INDPLS, IN 46202-

COALITION OF POLICE AND SHERIFFS
973 N. SHADELAND AVE., PMB #216
INDIANAPOLIS, IN 46219-4809

Return This Portion to Insure Record of Payment

- The Coalition Of Police & Sheriffs recognizes the expenses of life continue long after a Police Officer or Sheriff sustains a disabling injury. The family of slain Police Officers and Sheriffs must continue to persevere without their loved one.
- It is the mission of the Coalition Of Police & Sheriffs to aid the disabled Officer and Sheriff during their time of crisis and to provide comfort through financial assistance to the families.
- All requests from Police Officers and Sheriffs who were injured in the line of duty, or families of slain Police Officers and Sheriffs, will be provided benefits.



COALITION OF POLICE AND SHERIFFS

OUR RECORDS SHOW WE HAVEN'T RECEIVED PAYMENT ON YOUR 08/28/01 PLEDGE. IF YOU HAVE ALREADY SENT PAYMENT PLEASE ACCEPT OUR APOLOGIES. IF NOT, PLEASE RESPOND AS SOON AS POSSIBLE. WE COUNT AND DEPEND ON YOUR COMMITMENT TO CONTINUE FUNDING OUR PROGRAMS. THANK YOU

DATE: 09/22/01
INVOICE: B330075
AMOUNT: \$10.00

MR ROBERT LUSK JR
1302 E NEW YORK ST
INDPLS, IN 46202-

TO HELP AVOID FUTURE MAILING COST RETURN YOUR TAX DEDUCTIBLE DONATION BY 10/01/01

WE APPRECIATE YOUR SUPPORT ON OUR 2001 CAMPAIGN

C.O.P.S.
B330075
\$10.00

MR ROBERT LUSK JR
1302 E NEW YORK ST
INDPLS, IN 46202

COALITION OF POLICE AND SHERIFFS
973 N SHADELAND AVE., PMB # 216
INDIANAPOLIS, INDIANA 46219-4809

RETURN THIS PORTION TO INSURE RECORD OF PAYMENT

NOTES:



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION CIRCUIT COURT

AVC NO. 98AVC 039

FILED

IN RE: ACS INTERNATIONAL, INC.)
)
Respondent.)

MAY 26 1998

Jack M. Taylor
CLERK OF THE
MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Jeffrey A. Modisett and Deputy Attorney General Janine M. Clements, and Respondent, ACS International, Inc., pursuant to Indiana Code §23-7-8-9, enter into an Assurance of Voluntary Compliance (Assurance). Respondent agrees to enter into this Assurance as a compromise settlement of disputed issues of fact and without admitting any violation of law. It is acknowledged that violation of this Assurance constitutes prima facie evidence of a violation of Ind. Code §23-7-8-1 et seq.

It is therefore agreed that:

1. Respondent has its principal place of business at ~~145 Rockshire Rd., Indianapolis, Indiana 46241~~, and has engaged in charitable solicitations in the State of Indiana.

3053 SAN RD. FT MYER

FL 33912

2. Respondent acknowledges and admits its responsibility for acts, practices, and methods employed by its employees, agents and representatives within the scope of their employment in the solicitation of charitable contributions.

3. Respondent agrees that it shall not act as a professional solicitor in the State of Indiana on behalf of any charitable organization or solicit charitable contributions from Indiana residents or businesses unless it is registered with the Consumer Protection Division of the Indiana Attorney General's Office as required by Ind. Code §23-7-8-2.

EXHIBIT

tabbies

J in 3 parts

4. Respondent agrees, pursuant to Ind. Code §23-7-8-2(f), that Respondent will provide the Attorney General's Office with a notice filing, including a copy of the contract between Respondent and the charitable organization, prior to beginning any solicitation for such charitable organization.

5. Respondent agrees, pursuant to Ind. Code §23-7-8-6(a), that Respondent's solicitors will disclose, before the donor agrees to make a contribution, the charitable organization that is being represented, the fact that the person soliciting the contribution is or is employed by a professional solicitor and the fact that the professional solicitor is compensated.

6. Respondent, in soliciting charitable contributions, agrees to comply in all aspects with the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8 et seq.

7. Respondent, in soliciting and/or contracting with consumers, agrees to accurately disclose, to each consumer who asks, the gross percentage of the contribution that will be retained by the professional fundraiser and the gross percentage of the contribution that will be retained by the charity.

8. Respondent, in soliciting and/or contracting with consumers, agrees to comply in all aspects with the Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-1 et seq.

9. Respondent agrees to reimburse the Consumer Protection Division of the Office of Attorney General for its reasonable costs of investigating this matter in the amount of \$500.00, payable to the Office of Attorney General upon execution of this Assurance and return of this Assurance to the Attorney General's Office.

10. Respondent agrees to fully cooperate with the Office of Attorney General in the resolution of any future complaints received by the Consumer Protection Division.

11. This Assurance does not constitute an approval by the Attorney General of any of Respondent's past or future business practices, and Respondent shall not make any representations to the contrary.

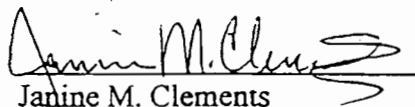
12. This Assurance of Voluntary Compliance is to be filed by the Office of Attorney General with the Circuit Court of Marion County in the State of Indiana.

IN WITNESS THEREOF, the parties hereto have executed this Assurance this 30th day of April, 1998.

STATE OF INDIANA

JEFFREY MODISETT
Attorney General of Indiana

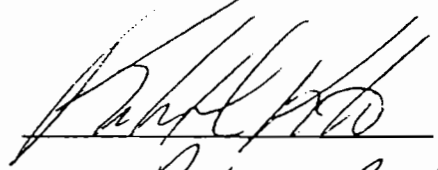
By:


Janine M. Clements
Deputy Attorney General
Atty. No. 20064-32
Indiana Government Center South
402 W. Washington St., 5th Floor
Indianapolis, IN 46204-2794
Telephone: (317) 233-3973

RESPONDENT


ACS INTERNATIONAL, INC.

By:


Printed Name: ROBERT C. KILE
Title: PRESIDENT

MAY 26 1998

ORDERED AND APPROVED this _____ day of _____, 1998.


Judge, Marion County Circuit Court

JMC/sb:181644(ami)